

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*

**September 15, 2015**

**5:00 p.m.**

**I. ROLL CALL**

**II. READING OF THE MINUTES** –September 2, 2015

**III. EXAMINATION OF CLAIMS** –September 11, 2015 for \$ 61,299.77

**IV. EXAMINATION OF PAYROLL REGISTERS**–September 4, 2015 for \$38,220.11

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. CTP Update Report**

**IV. NEW BUSINESS –**

**A. RESOLUTION 15-67:** Approval of Offering Sheet for Redevelopment Commission  
Properties Located within the Trades District

**B. RESOLUTION 15-69:** Approval to Amend Resolution 15-45

**C. RESOLUTION 15-70:** Approval to Close Resolution 15-47

**VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT**

**REDEVELOPMENT COMMISSION**  
**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA**  
**MET on Wednesday, September 2, 2015 at 5:00 p.m. in the Showers City Hall, McCloskey**  
**Conference Room, 401 North Morton Street, with David Walter presiding**

**I. ROLL CALL**

Commissioners Present: David Walter, Elizabeth Kehoe, John West, Kelly Smith and Katie Birge

Commissioners Absent: Sue Sgambelluri and Kelly Smith

Staff Present: Lisa Abbott, Director; Christina Finley, Housing Specialist

Other(s) Present: Mark Kruzan, Mayor; Danise Alano-Martin, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Jeffrey Underwood, City Controller; Dave Williams, Operations & Development Director for Parks and Recreation; Susie Johnson, Director of Public Works; Adam Wason, Deputy Mayor; Barry Collins, Facilities Management Coordinator; Megan Banta, Herald-Times; Margie Rice, Corporate Counsel; Jacqui Bauer, Sustainability Coordinator; Sara Peterson, Monroe County Humane Association; Virgil Sauder, Director of Animal Care & Control; Gordon Hendry, CBRE; Mike McShea, CBRE; David Flaherty, Flaherty & Collins; Deron Kintner, Flaherty & Collins; Brandon Bogan, Flaherty & Collins; Ron Walker, CFC; Michelle Cole, Envisage Technologies; Brad Wisler, Rough Cut Ventures; Mike Trotzke, Rough Cut Ventures; Jackie Moore, Assistant City Attorney

**II. READING OF THE MINUTES** – Elizabeth Kehoe made a motion to approve the August 18, 2015 minutes. Katie Birge seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** – John West made a motion to approve the claims for August 28, 2015 for \$143,740.70. Katie Birge seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS**– Elizabeth Kehoe made a motion to approve the payroll register for August 21, 2015 for \$28,237.25. Katie Birge seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

A. Director's Report. The Director's Report and TIF project status report was included in the commission packet. Lisa Abbott asked for volunteers from the commission to serve on the Social Service and Physical Improvement CDBG committee. John West volunteered to serve on the physical improvement committee and Katie Birge volunteered to serve on the social service committee.

Elizabeth Kehoe made a motion to appoint Katie Birge as the social service representative and John West as the physical improvement representative. Katie Birge seconded the motion. The board unanimously approved.

**B. Treasurer Report.** Jeff Underwood was available to answer any questions. John West stated the project name for Resolution 15-57, on the TIF project status report needs to have the property address. Lisa Abbott will add the address to the report.

**C. Legal Report.** Thomas Cameron was available to answer any questions.

**D. CTP Update Report.** The CTP Update Report was included in the commission packet. Danise Alano-Martin stated she will answer any questions regarding the written CTP update report. David Walter asked when the vacation of right-of-way will go to City Council. Danise Alano-Martin stated tonight, September 2 will be the 1<sup>st</sup> reading at City Council. John West asked Danise Alano-Martin to define the vacation of right-of-way. She explained there are two alley sections that have never been used as alleys. They are 12 foot sections of platted alley right-of-way on the west side of Rogers Street in the green space. The vacation of right-of-way is needed in order to sell it as unencumbered development parcels.

Mayor Mark Kruzan announced the City signed a letter of intent with Flaherty & Collins, an Indianapolis-based real estate developer, to develop portions of the property the City acquired from IU in the Trades District. Flaherty & Collins is an Indiana-based company with more than 20 years of experience in the development and construction management of more than 100 properties; office, market rate, and affordable housing. The proposed agreement will transfer 5.96 of the 12 acres, including the historic Dimension Mill and Kiln buildings. In exchange the developer will invest upwards of \$43,000,000. \$40,000,000 will be used for new development. The City has \$1 million to \$2.5 million allocated via the Consolidated TIF Bond for infrastructure in the Trades District which could be used to support infrastructure related to Flaherty & Collins' proposal. Mayor Mark Kruzan stated the acreage has been tax exempt for decades and the developer has committed to pay at least \$500,000 in property tax per year, for 10 years upon completion of the project. They have also committed to provide below market rent for tech office, co-work and entrepreneurial support space. There would be a significant amount of newly constructed office tech space which would allow Bloomington to retain one of its key technology employers. The project would also serve as the new headquarters for Envisage Technologies – a major component of the proposed deal.

Flaherty & Collins shares the City's vision for the Certified Tech Park, which includes creating a "technology neighborhood," which includes a mix of uses that support employment, recruitment of employees and a live/work/play environment. To that end, this "technology neighborhood" development would include 200,000 square feet of housing designed to attract young professionals and empty nesters. Flaherty & Collins is further committed to energy efficient design and green building standards. They will construct, own and maintain up to an acre of green space. The green space will remain publicly accessible. Flaherty & Collins will also build, own, and manage parking for residential and office tenants, as well as for additional Trades District employees and visitors. Mayor Mark Kruzan stated how significant it is to have a developer willing to take on private ownership, maintenance, and operation of the parking, which would be costly to the City to operate. Mayor Mark Kruzan stated historic preservation plays a very important role in this proposed project. Flaherty & Collins will make adaptive reuse of the historic Dimension Mill and Kiln buildings. He also stated Lisa Abbott and Danise Alano-Martin have been working on the affordability component of the overall Trades District, and while not a part of the Flaherty & Collins proposal, will be a focus of an upcoming RFP for other properties in the Trades District. Flaherty & Collins personnel are products of Bloomington (with several principals hailing from Indiana University); they understand, appreciate, and want to be a part of Bloomington. This is a signature project for them and they are invested way beyond the traditional developer and city government relationship. Mayor Mark Kruzan said he is excited to partner with CBRE, their expertise has been invaluable. Gordon Hendry, CBRE representative, is also a Bloomington product himself, raised in Bloomington.

Danise Alano-Martin distributed a handout showing the parcels of the 5.96 acres, including the Dimension Mill and Kiln buildings. She stated Rough Cut Ventures is also part of this proposed project. Rough Cut Ventures is owned by Mike Trotzke and Brad Wisler. They will be managing the tech office, co-work, and Dimension Mill and Kiln building space.

Deron Kintner, general counsel for Flaherty & Collins and Dave Flaherty, CEO of Flaherty & Collins gave a brief description of their company. They have been a fully developed real estate business for over 20 years. They are a fully integrated company: developing, constructing, and managing properties. Deron Kintner stated they currently manage properties in 15 states and have completed 13 public-private partnership deals in the last six to seven years. He also stated this project is unique because the residential piece is not the primary objective; this is a tech project first and foremost. Deron Kintner stated Flaherty & Collins will rehab the Dimension Mill and Kiln space and it will be managed by Rough Cut Ventures. There will be co-working and community gathering/event space. This project will be a real community asset. He reported working with ConsulTech also as a possible tenant. There will be retail space as well. The housing would be occupied primarily by professionals. However, there might also be empty nesters who are looking for a more urban life style.

Danise Alano-Martin distributed a summary of benefits for this project. Brandon Bogan showed a very earlier architectural concept of the building. Flaherty & Collins and the architects want to reflect the industrial feel of The Trades District.

John West asked who owns and develops the green space. Danise Alano-Martin stated Flaherty & Collins will own, develop, and maintain the green space. Up to 20,000 – 25,000 square feet of the new building will be commercial space, plus additional tech, commercial and retail space created in the Mill and Kiln. John West asked how many square feet will be used for retail. Dave Flaherty stated approximately 5,000 square feet of the new construction will be used for retail and the Kiln building will have retail options as well. John West asked when property tax payments would commence. Deron Kintner said construction could begin Spring 2016 with a two-year completion. The property tax commitment would commence upon completion. Jeff Underwood explained when the property transfers they will begin to pay taxes on the land, existing structures, and any improvements as they get assessed. There might be a year or two of tax payments less than the \$500,000 commitment during construction; the developer's commitment of at least \$500,000 per year would not begin until construction is complete.

John West would like to see what the contribution back to the TIF will be from this project as compared to other taxing units. Jeff Underwood stated that all would be increment to the TIF, as currently the property is not taxable. John West stated we are not going to receive a lump sum of funds; we will be receiving funds long term. Therefore, he would like to know what the numbers will look like over a 10-year period. Jeff Underwood stated he will do a pro-forma and have try to have it at the next RDC meeting. Mayor Mark Kruzan added, the RDC would be shedding the utility and maintenance cost.

Katie Birge asked if the buildings will expend all of the space being transferred. She also asked if Flaherty & Collins anticipate growing in the future. Dave Flaherty stated the entire 6 acres under discussion will be utilized with this project.

David Walter asked for reassurance that after a three-year build out we will not be sitting with vacant land. Deron Kintner explained the project agreement will have remedies that will deal

with that type of situation; such as relinquishing the property back to the RDC. He stated there are timelines they must follow and construction must begin by certain milestones. Their financing will be in place early and once that's in place the risk of a downturn impacting the project will be minimal. David Walter asked if down the road they will retain the property or try to sell it. Deron Kintner stated they do not intend on selling the property and already have a commitment not to sell for 20 years. David Walter asked about the parking garage. David Flaherty explained they plan to hire a consultant to complete a study on how much parking is needed for their development, and Danise Alano-Martin said Flaherty & Collins would include the Trades District area in that study. The parking garage will be a wrapped garage -- if you are driving down the street you will not see the garage; just the entrance.

John West asked what the Redevelopment Commission's obligations are in this process. Danise Alano-Martin explained the upcoming process. At the September 15, 2015 Redevelopment Commission meeting we will be bring the Notice of Offering for these parcels. This is the statutory requirement and we will follow the subsequent statutory steps for property disposition. We are getting an additional appraisal update which is necessary for the Notice of Offering and hope to have it in time for the next meeting. The Redevelopment Commission will approve the Notice of Offering. If Flaherty & Collins is the selected bidder from that Notice of Offering process, then the project agreement will be finalized, which will outline the obligations and commitments for both parties. The final agreement will be the purchase agreement; which the Redevelopment Commission will also approve.

Brad Wisler and Mike Trotzke with Rough Cut Ventures gave a brief presentation. Brad Wisler stated they started their first company in Bloomington and founded and co-founded approximately 30 software companies. Brad Wisler stated they are excited to work with Flaherty & Collins and on this project. They both discussed the importance of this project's ability to cluster tech companies together in the Trades District and its beneficial impact on the ability to attract capital to startups.

Michelle Cole, COO of Envisage Technologies, gave a brief presentation. Envisage Technologies moved to Downtown Bloomington five years ago. At that time staff consisted of 40 employees and has grown to 65 with hopes to have over 70 by the end of the year. Envisage is currently located in the Fountain Square Mall. Michelle Cole stated contiguous space is important for what Envisage does and is looking forward to the concepts of this neighborhood. She spoke of the importance of the neighborhood in her ability to recruit top talent to Envisage and to Bloomington.

#### **NEW BUSINESS –**

**A. RESOLUTION 15-48:** Approval of Project Review and Approval Form regarding an Addition and Renovations at the Animal Shelter. Jeff Underwood stated the last major improvement to the facility was 4 years ago. The original building was built in 1970 with an addition in 2004. The building lacks many amenities that are needed to in a modern animal shelter. Sanitary issues have been identified as far as animal waste is concerned. Jeff Underwood stated the phases are described on the project review form. The total estimated cost is \$2.4 million. There will be a design and construction phase and integration of the building back into the existing services. The facility will remain open and operating during renovation.

Elizabeth Kehoe asked if there will be deconstruction on parts of the facility. Susie Johnson stated that is a possibility. The design portion of this project is critical. Currently outdoor sheds are used to store dog food and supplies. Washers and dryers are in stored in closets.

Katie Birge asked how long the renovation improvements are anticipated to last. She stated renovations were done in 2004 and now there is a request for another renovation. Susie Johnson explained the renovations in 2004 were completed before the leed certifications. She also explained the City has an obligation with the green building ordinance to bring the building up to leed standards. Energy efficient improvements are the kinds of renovations that will be completed. The building itself is in good condition. Jeff Underwood stated projection show renovations will last until at least 2030. The new construction will also have room for growth.

John West asked Thomas Cameron if the TIF test he uses to determine if a project is maintenance or a capital improvement is actually part of the state statute or his interpretation. Thomas Cameron stated it is not part of state statute. Thomas Cameron stated he developed the TIF test because of the town of Munster Redevelopment Commission case. That case stated using TIF funds for maintenance is not permissible. The question is at what point something becomes maintenance. Thomas Cameron explained what he calls the TIF test was an attempt to figure out where the line is between maintenance and a public improvement. It is inspired in large part by distinction of remanufacturing and repair.

John West stated as he looks at the definition that was given years ago via City Legal as to what TIF funding is intended to be used for, it includes terms such as economic development and employment. John West stated those pieces are missing from this project. Katie Birge agreed with John West. Susie Johnson explained the Shelter adds an attractive element to our community and speaks to the kind of community we are and want to be. This is the next step to make sure we are the kind of community that is attractive in terms of the Tech Park and how our downtown functions. The shelter is always packed and it speaks to the kind of community that we are.

Mayor Mark Kurzan stated there was a commitment that he made to the public. In 2003 Kruzan's campaign material talked about quality of life being synonymous with economic development and it included animal welfare. Kruzan stated he thinks that is the wrong argument for the Redevelopment Commission. This is a public improvement we are seeking and that is the role of the Redevelopment Commission. He also stated animal welfare is a part of this community.

Jeff Underwood stated when pets are put out for adoption we create economics; vets and retail establishments for pet supplies are all economic drivers that we don't typically think about.

Sara Peterson, chair of the Monroe County Humane Association stated they are a tenant in this building. They gifted the original building to the City. We have been a partner for almost 60 years. Sara Peterson explained this renovation is going to allow their organization, staff, and programs to grow. When the last renovation was made in 2004 there was ambition for much larger and substantial renovation that simply could not happen; this TIF opportunity was not available. It is critical to the live style that is desired.

Katie Birge asked how this new shelter will set Bloomington apart from its peer cities. Susie Johnson stated Bloomington is already set apart from peer cities. This renovation will allow us to expand on the work we are already doing. The way the building was built in the 70's there are trenches in front of each kennel the animals have to step over. Those open trenches carry animal feces and urine. The trenches will be eliminated with this new design. Every dog must go through a rigorous temperament testing which is completed in the education room.

Therefore, dogs that have not been temperament tested have to walk through the lobby where adults and children are petting animals. That will also be eliminated.

John West made a motion to accept Resolution 15-48. Katie Birge seconded the motion. The board unanimously

**B. RESOLUTION 15-49:** Approval of Project Review and Approval Form Regarding Lighting Upgrades at the Buskirk-Chumley, Theater, Miller-Showers Park, Waldron Hill, and Buskirk Park, along the B-Line Trail, at the Morton Street Garage, and at the 7<sup>th</sup> and Walnut Street Garage. Jacqui Bauer displayed a before and after picture of LED lighting in a parking garage to demonstrate the impact of the upgrades. LED lights help create safe public spaces, where a great deal of public money is being invested. She stated we do this to draw new residents, businesses, and visitors to the community. This example improvement will cost \$170,000 less, per year to light. LED lighting also signals technological progress. It is difficult to claim we are a tech savvy community when we are using outdated, highly inefficient, and inadequate lighting for our most fundamental public spaces. Of all possible energy investments that you can make, lighting is recognized as the highest priority with the fastest payback. The best investments have a 3-4 year payback.

Elizabeth Kehoe stated at a previous meeting we discussed splitting the Buskirk-Chumley out of the total project. Jacqui Bauer stated it might have to be split out during the procurement process depending on the vendor and the unique nature of the theater's upgrades. John West stated there were questions at that meeting about the BCT contractual obligations. Katie Birge asked about the lifespan of LED lights. Jacqui Bauer stated approximately 25 years. John West stated we already had the discussion to make the BCT a separate project. Katie Birge stated since this is just approval of the project, we can separate them out at a later date if needed. Jeff Underwood stated that the Project Approval Form didn't preclude that separation if needed. Thomas Cameron stated the lighting system is the City's responsibility under the BCT contract.

Katie Birge made a motion to approve Resolution 14-49. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**C. RESOLUTION 15-64:** Project Review and Approval Form regarding upgrades to the Allison-Jukebox Community Center. Jeff Underwood stated there needs to be ADA compliance upgrades to the building and replacement of the electrical system which is out of code. The estimated project cost is \$224,000. Dave Williams stated we are trying to remain operationally efficient. This building has been a home for public programming, Kid City Summer Camp, and other programs, for decades. There is a need to lower operating cost and upgrade the structure and mechanical systems as well as accessibility. This facility is open year round and used as a rental facility. It is the most central downtown public space.

Katie Birge made a motion to approve Resolution 15-64. John West seconded the motion. The board unanimously approved.

**D. RESOLUTION 15-65:** Project Review and Approval Form regarding upgrades to the Building and Trades Park. This is a park that has been around for a long time and as the hospital site redevelops the use of this park will likely increase drastically.

Katie Birge made a motion to approve 15-65. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**E. RESOLUTION 15-66:** Project Review and Approval Form regarding upgrades to RCA Park. This is a large park located in the Autumn Hills neighborhood. Summit school and other neighborhoods came in after the park was built. The trail system was very popular until erosion from storm water destroyed the pedestrian trail. There is an increase in use from the children attending Summit School. Parents would like to have a safe route for kids to get to and from school. This will help with layout and construction of the trail. Katie Birge asked about the drainage issue. Dave Williams stated the trail will have to be reconstructed and moved to higher ground which is why this is not a maintenance issue.

Katie Birge made a motion to approve Resolution 15-66. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**F. VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT**

The meeting adjourned at 7:30 p.m.

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David Walter, President

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Elizabeth Kehoe, Secretary

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Date



MARK KRUZAN  
MAYOR

CITY OF BLOOMINGTON

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Post Office Box 100  
Bloomington IN 47402

JEFFREY H. UNDERWOOD, CPA  
CONTROLLER

CONTROLLER'S OFFICE

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## Claims Register Cover Letter

To: Redevelopment Commission  
From: Jeffrey Underwood, Treasurer  
Date:  
Re: Claims Register

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City staff, Department Heads and I have reviewed the Claims listed in the Claims Register covering the time period from 9-1-15 to 9-11-15. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of documentation and the necessary signatures and internal approvals.

*Jeffrey H. Underwood*

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Jeffrey H. Underwood, CPA  
Controller

In consultation with Lisa Abbott, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 9-1-15 to 9-11-15 with respect to claims to be paid from Tax Increment. In signing below, I am expressing my opinion that based on that review, these claims are a permissible use of Tax Increment.

*Thomas D. Cameron*

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Thomas D. Cameron  
Assistant City Attorney



# Board of Redevelopment Claim Register

Invoice Date Range 09/01/15 - 09/11/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund</b>										
<b>Department 15 - HAND</b>										
<b>Program 150500 - Housing</b>										
<b>Account 53960 - Grants</b>										
18308 - Dorothy Apartment Rentals, INC	Hall-Rent	15-Rent Deposit for 2317 Rockport Apt 1A -	Paid by Check # 61340		09/01/2015	09/01/2015	09/11/2015		09/11/2015	400.00
5309 - GMS- Pavilion Properties, LLC	Taggart-Rent	15-Rent Deposit for Taggart 119 S Parkridge	Paid by Check # 61345		09/01/2015	09/01/2015	09/11/2015		09/11/2015	400.00
686 - Habitat For Humanity of Monroe County, INC	JHSSF-8/17/15	15-JHSSF-skid steer, trailer, hitch/brake	Paid by EFT # 8920		09/01/2015	09/01/2015	09/11/2015		09/11/2015	15,550.80
4321 - Powder Monkey, LLC	924Graham-Rent	15-Rent Deposit for 924 W Graham - Waterford	Paid by Check # 61371		09/01/2015	09/01/2015	09/11/2015		09/11/2015	400.00
16489 - Red Brick Apartments, LLC	Gordon-Rent	15-Rent Deposit for 211 Kimble Drive B15 -	Paid by Check # 61373		09/01/2015	09/01/2015	09/11/2015		09/11/2015	400.00
1618 - Shalom Community Center INC	1031320	15-JHSSF for Shalom and Interfaith Winter	Paid by EFT # 9002		09/01/2015	09/01/2015	09/11/2015		09/11/2015	5,740.00
1618 - Shalom Community Center INC	Wagas/Ben-7/2015	15-BPD Downtown Outreach Street Social	Paid by EFT # 9002		09/01/2015	09/01/2015	09/11/2015		09/11/2015	7,101.90
<b>Account 53960 - Grants Totals</b>								Invoice Transactions 7		<b>\$29,992.70</b>
<b>Program 150500 - Housing Totals</b>								Invoice Transactions 7		<b>\$29,992.70</b>
<b>Program 151600 - Title 16</b>										
<b>Account 52110 - Office Supplies</b>										
5103 - Staples Contract & Commercial, INC	3274956425	15-Title 16 office supplies-folders	Paid by EFT # 9008		09/01/2015	09/01/2015	09/11/2015		09/11/2015	28.15
5103 - Staples Contract & Commercial, INC	3274371458	15-Title 16 office supplies-storage	Paid by EFT # 9008		09/01/2015	09/01/2015	09/11/2015		09/11/2015	55.56
<b>Account 52110 - Office Supplies Totals</b>								Invoice Transactions 2		<b>\$83.71</b>
<b>Account 53320 - Advertising</b>										
323 - Hoosier Times, INC	1757348-Title 16	15-Title 16 adv-full run-7/15/15	Paid by EFT # 8932		09/01/2015	09/01/2015	09/11/2015		09/11/2015	86.07
<b>Account 53320 - Advertising Totals</b>								Invoice Transactions 1		<b>\$86.07</b>
<b>Program 151600 - Title 16 Totals</b>								Invoice Transactions 3		<b>\$169.78</b>
<b>Program 152000 - Historic Preservation</b>										
<b>Account 53910 - Dues and Subscriptions</b>										
4442 - American Planning Association	APA-2015 Dues	15-Historic-membership dues-2015-B. Emehiser	Paid by Check # 61311		09/01/2015	09/01/2015	09/11/2015		09/11/2015	257.00
598 - National Alliance Of Preservation Commissions	Membership 8/15	15-Historic Subscriptions and Dues-B. Emehiser	Paid by Check # 61365		09/01/2015	09/01/2015	09/11/2015		09/11/2015	150.00
<b>Account 53910 - Dues and Subscriptions Totals</b>								Invoice Transactions 2		<b>\$407.00</b>
<b>Program 152000 - Historic Preservation Totals</b>								Invoice Transactions 2		<b>\$407.00</b>
<b>Department 15 - HAND Totals</b>								Invoice Transactions 12		<b>\$30,569.48</b>
<b>Fund 101 - General Fund Totals</b>								Invoice Transactions 12		<b>\$30,569.48</b>
<b>Fund 250 - CDBG</b>										
<b>Department 15 - HAND</b>										
<b>Program 150000 - Main</b>										
<b>Account 53990 - Other Services and Charges</b>										
4770 - Jackey D Frye	121	15-Manufactured Housing for Linda	Paid by Check # 10403		09/01/2015	09/01/2015	09/11/2015		09/11/2015	850.00
4770 - Jackey D Frye	121-EHR	15-E.H.R. for Linda Higgins at 4407 West	Paid by Check # 10403		09/01/2015	09/01/2015	09/11/2015		09/11/2015	3,350.00
<b>Account 53990 - Other Services and Charges Totals</b>								Invoice Transactions 2		<b>\$4,200.00</b>
<b>Program 150000 - Main Totals</b>								Invoice Transactions 2		<b>\$4,200.00</b>
<b>Department 15 - HAND Totals</b>								Invoice Transactions 2		<b>\$4,200.00</b>
<b>Fund 250 - CDBG Totals</b>								Invoice Transactions 2		<b>\$4,200.00</b>

Fund 254 - HOME  
Department 15 - HAND  
Program 150000 - Main

Account 53990 - Other Services and Charges

504 - Bloomington Housing Authority	TBRA-7/10/15	15-TBRA Funding Agreement for 2015-15-Mo Co Recorder-PC relmb-HOME recording	Paid by Check # 5416	09/01/2015	09/01/2015	09/11/2015	09/11/2015	3,151.00
205 - City Of Bloomington	000291771	15-Mo Co Recorder-PC relmb-HOME recording	Paid by Check # 5417	09/01/2015	09/01/2015	09/11/2015	09/11/2015	42.00
205 - City Of Bloomington	000291836	15-Mo Co Recorder-PC relmb-HOME recording	Paid by Check # 5417	09/01/2015	09/01/2015	09/11/2015	09/11/2015	24.00
618 - Coffman Roofing / Construction Inc.	4080	15-HOME OOR for Decastro-Kingsley Dr-	Paid by Check # 5418	09/01/2015	09/01/2015	09/11/2015	09/11/2015	10,155.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 4	\$13,372.00
			Program 150000 - Main Totals				Invoice Transactions 4	\$13,372.00
			Department 15 - HAND Totals				Invoice Transactions 4	\$13,372.00
			Fund 254 - HOME Totals				Invoice Transactions 4	\$13,372.00

Fund 256 - Special Grants

Department 15 - HAND

Program 150009 - 2002 Shelter Plus Care

Account 53990 - Other Services and Charges

421 - Centerstone Of Indiana, INC	Renters-8/2015	15-Shelter Plus Care Grant - Renters August	Paid by EFT # 8889	09/01/2015	09/01/2015	09/11/2015	09/11/2015	2,966.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$2,966.00
			Program 150009 - 2002 Shelter Plus Care Totals				Invoice Transactions 1	\$2,966.00
			Department 15 - HAND Totals				Invoice Transactions 1	\$2,966.00
			Fund 256 - Special Grants Totals				Invoice Transactions 1	\$2,966.00

Fund 439 - Consolidated TIF

Department 15 - HAND

Program 159004 - Thomson-Walnut-Winslow Area

Account 53990 - Other Services and Charges

7059 - Eagle Ridge Civil Engineering Services Llc	122-10	15-Black Lumber Trail-Inv. date 8/14/15	Paid by Check # 61343	09/01/2015	09/01/2015	09/11/2015	09/11/2015	10,115.10
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$10,115.10
			Program 159004 - Thomson-Walnut-Winslow Area Totals				Invoice Transactions 1	\$10,115.10
			Department 15 - HAND Totals				Invoice Transactions 1	\$10,115.10
			Fund 439 - Consolidated TIF Totals				Invoice Transactions 1	\$10,115.10

Fund 444 - RDC

Department 15 - HAND

Program 150000 - Main

Account 53990 - Other Services and Charges

223 - Duke Energy	723027940230815	15-CTP Maint-light transfer IU-bill date	Paid by Check # 61341	09/01/2015	09/01/2015	09/11/2015	09/11/2015	23.86
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$23.86
			Program 150000 - Main Totals				Invoice Transactions 1	\$23.86
			Department 15 - HAND Totals				Invoice Transactions 1	\$23.86
			Fund 444 - RDC Totals				Invoice Transactions 1	\$23.86

Fund 975 - Surplus CTP Bond

Department 15 - HAND

Program 150000 - Main

Account 53990 - Other Services and Charges

323 - Hoosier Times, INC	1757348-CTP	15-CTP Bond Funds for publication	Paid by EFT # 8932	09/01/2015	09/01/2015	09/11/2015	09/11/2015	53.33
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$53.33
			Program 150000 - Main Totals				Invoice Transactions 1	\$53.33
			Department 15 - HAND Totals				Invoice Transactions 1	\$53.33
			Fund 975 - Surplus CTP Bond Totals				Invoice Transactions 1	\$53.33
			Grand Totals				Invoice Transactions 22	\$61,299.77



09/08/2015 TUE 15:27 FAX 812 333 7947 BTOM BD REALTORS City HAND OFFICE

0001/001

REGISTER OF SPECIAL CLAIMS  
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/11/2015	Claims				61,299.77
8/26/2015	Sp Utility Cks				
					<u>61,299.77</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 61,299.77 claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of 61,299.77

Dated this 8 day of Sept year of 2015.

John

Elizabeth A. Kehoe

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/11/2015	Claims				61,299.77
8/26/2015	Sp Utility Cks				
					<b>61,299.77</b>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **61,299.77**

Dated this 8<sup>th</sup> day of Sept year of 2015.



I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/11/2015	Claims				61,299.77
8/26/2015	Sp Utility Cks				
					61,299.77

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 61,299.77

Dated this 10<sup>th</sup> day of Sept. year of 2015.

Katherine M. Bays

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**MARK KRUZAN**  
**MAYOR**

**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## Payroll Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Payroll Register

---

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 8-14-15 to 8-30-15. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

---

Jeffrey H. Underwood, CPA  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/04/15 - 09/04/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department: <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Abbott, Lisa P 0782	09/04/2015	3,199.40		.00	407.11	188.98	44.20	97.29	32.28	412.27	2,017.27
			.00	.00	2,948.07	3,048.07	3,048.07	2,948.07	2,948.07		
		\$3,199.40		\$0.00	\$407.11	\$188.98	\$44.20	\$97.29	\$32.28	\$412.27	\$2,017.27
			\$0.00	\$0.00	\$2,948.07	\$3,048.07	\$3,048.07	\$2,948.07	\$2,948.07		
10000 Arnold, Michael L 0051	09/04/2015	1,698.92		.00	190.74	101.20	23.66	52.59	17.45	91.61	1,221.67
			.00	.00	1,632.17	1,632.17	1,632.17	1,632.17	1,632.17		
		\$1,698.92		\$0.00	\$190.74	\$101.20	\$23.66	\$52.59	\$17.45	\$91.61	\$1,221.67
			\$0.00	\$0.00	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17		
10000 Bixler, Daniel R 2594	09/04/2015	1,254.28		.00	120.81	72.30	16.91	37.21	12.35	106.51	888.19
			.00	.00	1,165.99	1,165.99	1,165.99	1,165.99	1,165.99		
		\$1,254.28		\$0.00	\$120.81	\$72.30	\$16.91	\$37.21	\$12.35	\$106.51	\$888.19
			\$0.00	\$0.00	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99		
1129 Edge, Justin M	09/04/2015	240.00		.00	.00	14.88	3.48	6.65	2.21	.00	212.78
			.00	.00	240.00	240.00	240.00	240.00	240.00		
		\$240.00		\$0.00	\$0.00	\$14.88	\$3.48	\$6.65	\$2.21	\$0.00	\$212.78
			\$0.00	\$0.00	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00		
1109 Emenhiser, Bethany M	09/04/2015	1,730.77		.00	235.54	104.02	24.33	55.36	18.37	53.05	1,240.10
			.00	.00	1,677.72	1,677.72	1,677.72	1,677.72	1,677.72		
		\$1,730.77		\$0.00	\$235.54	\$104.02	\$24.33	\$55.36	\$18.37	\$53.05	\$1,240.10
			\$0.00	\$0.00	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72		
10000 Finley, Christina L 0187	09/04/2015	1,443.89		.00	142.63	72.38	16.93	36.93	12.68	300.45	861.89
			.00	.00	1,157.57	1,167.57	1,167.57	1,157.57	1,157.57		
		\$1,443.89		\$0.00	\$142.63	\$72.38	\$16.93	\$36.93	\$12.68	\$300.45	\$861.89
			\$0.00	\$0.00	\$1,157.57	\$1,167.57	\$1,167.57	\$1,157.57	\$1,157.57		
307 Franklin, C. Jacob	09/04/2015	1,082.02		.00	123.48	63.85	14.93	33.99	11.28	55.79	778.70
			.00	.00	1,029.96	1,029.96	1,029.96	1,029.96	1,029.96		
		\$1,082.02		\$0.00	\$123.48	\$63.85	\$14.93	\$33.99	\$11.28	\$55.79	\$778.70
			\$0.00	\$0.00	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/04/15 - 09/04/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Hewett, John H 0251	09/04/2015	1,812.17		.00	204.88	99.51	23.27	51.32	17.03	323.53	1,092.63
			.00	.00	1,555.09	1,605.09	1,605.09	1,555.09	1,555.09		
		\$1,812.17		\$0.00	\$204.88	\$99.51	\$23.27	\$51.32	\$17.03	\$323.53	\$1,092.63
			\$0.00	\$0.00	\$1,555.09	\$1,605.09	\$1,605.09	\$1,555.09	\$1,555.09		
10000 McCormick, Maria 3616	09/04/2015	1,404.78		.00	30.79	77.75	18.18	41.38	13.73	166.57	1,056.38
			.00	.00	1,254.06	1,254.06	1,254.06	1,254.06	1,254.06		
		\$1,404.78		\$0.00	\$30.79	\$77.75	\$18.18	\$41.38	\$13.73	\$166.57	\$1,056.38
			\$0.00	\$0.00	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06		
10000 Mosier, Norman P 2962	09/04/2015	1,418.83		.00	173.86	84.67	19.80	45.07	14.96	75.29	1,005.18
			.00	.00	1,365.78	1,365.78	1,365.78	1,365.78	1,365.78		
		\$1,418.83		\$0.00	\$173.86	\$84.67	\$19.80	\$45.07	\$14.96	\$75.29	\$1,005.18
			\$0.00	\$0.00	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78		
689 Niederman, Daniel L	09/04/2015	1,726.15		.00	128.12	91.23	21.34	45.64	15.14	310.64	1,114.04
			.00	.00	1,421.47	1,471.47	1,471.47	1,421.47	1,421.47		
		\$1,726.15		\$0.00	\$128.12	\$91.23	\$21.34	\$45.64	\$15.14	\$310.64	\$1,114.04
			\$0.00	\$0.00	\$1,421.47	\$1,471.47	\$1,471.47	\$1,421.47	\$1,421.47		
10000 Patterson, Marilyn 2071	09/04/2015	12,115.49		.00	3,274.09	748.38	175.03	393.38	130.53	203.05	7,191.03
			.00	.00	11,920.63	12,070.63	12,070.63	11,920.63	11,920.63		
		\$12,115.49		\$0.00	\$3,274.09	\$748.38	\$175.03	\$393.38	\$130.53	\$203.05	\$7,191.03
			\$0.00	\$0.00	\$11,920.63	\$12,070.63	\$12,070.63	\$11,920.63	\$11,920.63		
10000 Provine, Vickie J 0394	09/04/2015	1,957.04		.00	279.70	114.97	26.89	61.19	20.31	119.41	1,334.57
			.00	.00	1,854.38	1,854.38	1,854.38	1,854.38	1,854.38		
		\$1,957.04		\$0.00	\$279.70	\$114.97	\$26.89	\$61.19	\$20.31	\$119.41	\$1,334.57
			\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
10000 Stong, Mary J 0471	09/04/2015	1,458.35		.00	170.79	84.96	19.87	44.40	14.73	179.46	944.14
			.00	.00	1,345.33	1,370.33	1,370.33	1,345.33	1,345.33		
		\$1,458.35		\$0.00	\$170.79	\$84.96	\$19.87	\$44.40	\$14.73	\$179.46	\$944.14
			\$0.00	\$0.00	\$1,345.33	\$1,370.33	\$1,370.33	\$1,345.33	\$1,345.33		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/04/15 - 09/04/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
504 Swinney, Matthew P	09/04/2015	1,353.46		.00	126.56	84.20	19.69	43.55	14.45	8.60	1,056.41
			.00	.00	1,358.13	1,358.13	1,358.13	1,358.13	1,358.13		
		\$1,353.46		\$0.00	\$126.56	\$84.20	\$19.69	\$43.55	\$14.45	\$8.60	\$1,056.41
			\$0.00	\$0.00	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13		
10000 Wills, Dee A 3418	09/04/2015	1,384.01		.00	169.07	83.31	19.48	44.02	14.61	68.97	984.55
			.00	.00	1,333.84	1,343.84	1,343.84	1,333.84	1,333.84		
		\$1,384.01		\$0.00	\$169.07	\$83.31	\$19.48	\$44.02	\$14.61	\$68.97	\$984.55
			\$0.00	\$0.00	\$1,333.84	\$1,343.84	\$1,343.84	\$1,333.84	\$1,333.84		
10000 Woolford, Robert T 0531	09/04/2015	1,879.78		.00	112.53	88.26	20.64	27.18	9.02	1,109.93	512.22
			.00	.00	823.58	1,423.58	1,423.58	823.58	823.58		
		\$1,879.78		\$0.00	\$112.53	\$88.26	\$20.64	\$27.18	\$9.02	\$1,109.93	\$512.22
			\$0.00	\$0.00	\$823.58	\$1,423.58	\$1,423.58	\$823.58	\$823.58		
728 Wright, Edward E	09/04/2015	1,060.77		.00	106.36	56.78	13.28	35.22	.00	155.90	693.23
			.00	.00	915.79	915.79	915.79	915.79	915.79		
		\$1,060.77		\$0.00	\$106.36	\$56.78	\$13.28	\$35.22	\$0.00	\$155.90	\$693.23
			\$0.00	\$0.00	\$915.79	\$915.79	\$915.79	\$915.79	\$915.79		
Department <b>HAND - Housing &amp;</b>		\$38,220.11		\$0.00	\$5,997.06	\$2,231.63	\$521.91	\$1,152.37	\$371.13	\$3,741.03	\$24,204.98
			\$0.00	\$0.00	\$34,999.56	\$35,994.56	\$35,994.56	\$34,999.56	\$34,999.56		
Grand Totals		\$38,220.11		\$0.00	\$5,997.06	\$2,231.63	\$521.91	\$1,152.37	\$371.13	\$3,741.03	\$24,204.98
			\$0.00	\$0.00	\$34,999.56	\$35,994.56	\$35,994.56	\$34,999.56	\$34,999.56		

\*\*\*\*\* Multiple Taxes or Deductions Exist.




## REGISTER OF PAYROLL CLAIMS

## Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/4/2015	Payroll				38,220.11
					<u>38,220.11</u>

## ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of  claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 38,220.11

Dated this 8 day of Sept year of 2015.



Elizabeth A. Kehoe

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

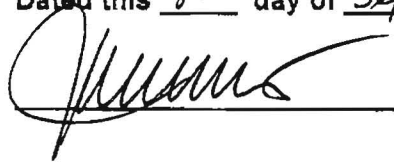
**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/4/2015	Payroll				38,220.11
					<u>38,220.11</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 38,220.11

Dated this 8<sup>th</sup> day of Sept year of 20 15.



I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

# REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/4/2015	Payroll				38,220.11
					<u>38,220.11</u>

## ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 38,220.11

Dated this 10<sup>th</sup> day of Sept. year of 2015.

Katherine N. Big

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**CITY OF BLOOMINGTON**  
economic & sustainable development

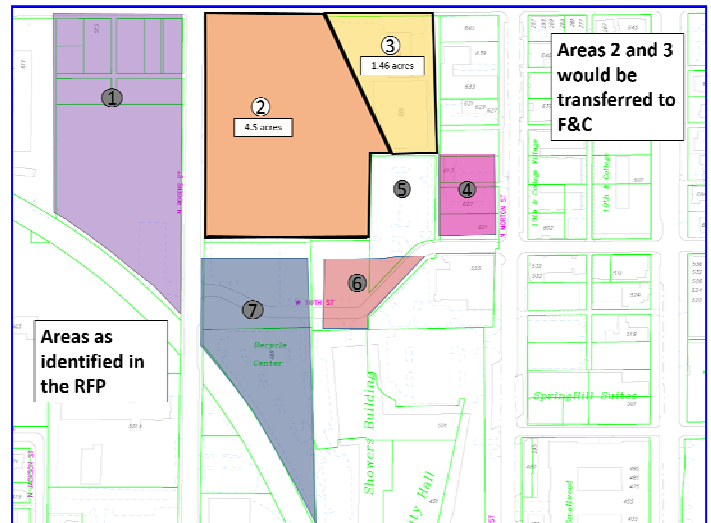
## MEMORANDUM

**To:** City of Bloomington Redevelopment Commission  
**From:** Danise Alano-Martin, Director  
**Date:** September 10, 2015  
**Re:** Certified Technology Park Update for September 15, 2015 RDC Meeting

---

**Next Steps for Lot 6, Lot 7 and Lot 8.** We look forward to discussing further details about the bids/proposals with you at this 9/15 meeting, reaching a decision and then obtaining your authorization to negotiate terms of purchase agreement(s). The response packets continue to be available for your review in the HAND and ESD offices.

**Notice of Offering for “Middle Parcels.”** On your agenda for 9/15 is the Notice of Offering for two of the areas identified in the original RFP (Area 2 and 3 as shown in the diagram to the right). As you know, the Notice of Offering serves as your advertisement/public notice that the RDC intends to dispose of these properties and seeks redevelopment proposals/bids. This follows statutory requirements (and you’ll be familiar with this process because it’s the same process that you’ve implemented for Lot 6, 7, and 8). The Notice of Offering is step that is statutorily required in order for the RDC to enter into any Project (or Purchase) Agreements. If approved, the Notice of Offering will be published over two consecutive Sundays in *The Herald-Times*, and immediately posted on the City’s website. The RDC would open the proposals/bids at the October 5 meeting.



**10<sup>th</sup> Street Realignment/CTP Infrastructure/Branding Project.** The 9/9 progress meeting focused a great deal on continued utility coordination issues and strategies to coordinate with adjacent property owners. The next monthly progress meeting is Wednesday, 10/14, 9:30 am -11:30am.

**Flaherty & Collins Letter of Intent.** We wanted to make sure you have a copy of the letter of intent, the details of which we discussed with you at the 9/2 meeting. It’s attached to this report. As you know, a letter of intent is a non-binding agreement stating the parties’ desire to enter into a real estate transaction. In order to complete any transaction, the RDC must still go through a public notice of offering process as described above. The letter of intent provides an outline of the proposed transaction so the parties can begin to negotiate before committing to a contract. Any party can decide against the deal at any time before the final real estate contract is signed.



**MARK KRUZAN  
MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St Suite 210  
PO Box 100  
Bloomington IN 47402

**OFFICE OF THE MAYOR**

p 812 349.3406  
f 812 349 3455  
mayor@bloomington.in.gov

September 1, 2015

David Flaherty  
Deron Kintner  
Flaherty & Collins  
8900 Keystone Crossing, Suite 1200  
Indianapolis, IN 46240

Re: Letter Of Intent – Certified Technology Park Development

Dear Mr. Flaherty and Mr. Kintner:

When fully executed, this Letter of Intent, together with the attachment hereto, shall reflect the intent of the City of Bloomington, Indiana ("City"), and Flaherty & Collins ("Developer," and together, the "Parties") to attempt to negotiate a definitive Project Agreement for the development of certain parcels of land located within the City of Bloomington's Certified Technology Park.

Before the Parties can enter into a Project Agreement, Indiana Code § 36-7-14-22 and Indiana Code § 36-7-25-5 require the Redevelopment Commission of the City of Bloomington ("Redevelopment Commission") to prepare an offering sheet, and that notice of that offering sheet be provided in accordance with Indiana Code 5-3-1. Indiana Code 5-3-1 requires that the Redevelopment Commission publish a notice of offering in the Herald Times twice, at least one week apart.

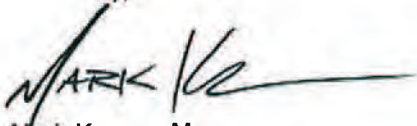
This Letter Of Intent is not contractually binding on the parties and is only an expression of the basic terms and conditions expected to be incorporated into a formal written agreement. This letter does not obligate either party to proceed to the completion of a formal written agreement. The Parties shall not be contractually bound unless and until a formal written agreement is executed by the parties—which will require the approval of the Redevelopment Commission—which must be in form and content satisfactory to each party and its counsel in their sole discretion. Neither party may rely on this letter as creating any legal obligation of any kind.

This Letter Of Intent shall terminate the earlier of: (1) the full execution of a Project Agreement, and (2) December 31, 2015, unless extended by the Parties in writing.



If you are in agreement with the terms of this letter, please indicate same by counter-signing where indicated below. We look forward to moving forward with you on this important project.

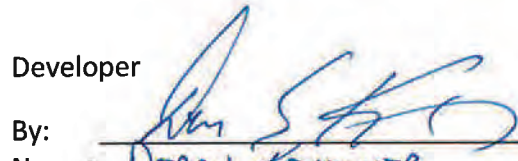
Sincerely,

A handwritten signature in black ink, appearing to read "MARK KRUZAN", with a long horizontal stroke extending to the right.

Mark Kruzan, Mayor  
City of Bloomington

Accepted and Agreed to:

Developer

A handwritten signature in blue ink, appearing to read "DERON KINTNER", with a long horizontal stroke extending to the right.

By:

Name: DERON KINTNER

Title: GENERAL COUNSEL

## **ATTACHMENT A**

### **TERM SHEET**

#### **1. GENERAL**

- 1.1. This Term Sheet sets forth the basic terms and conditions that the City and Developer expect to be incorporated into a formal written agreement. In addition to the terms and conditions set forth below, additional terms and conditions relating to the mechanics of a transaction, and other matters to be negotiated and agreed upon by the City and the Developer are expected.
- 1.2. PARTIES TO PROJECT AGREEMENT (the "Parties"):
  - 1.2.1. Developer
  - 1.2.2. City, by and through its Redevelopment Commission
- 1.3. SUBJECT PROPERTIES:
  - 1.3.1.1. Parcel #2 as identified in the RFP issued by the City - approximately 4.50 acres east of Rogers Street and north of the newly-designed and constructed 10<sup>th</sup> Street
  - 1.3.1.2. Parcel #3 as identified in the RFP issued by the City - approximately 1.46 acres west of Morton Street and upon which the Showers Mill and Kiln buildings are located
  - 1.3.1.3. Parcel #2 and Parcel #3 ("Parcels") are shown on the map in Attachment B.
- 1.4. DUE DILIGENCE: Developer shall—at its expense—complete all due diligence work it deems necessary or advisable on the Parcels prior to its execution of the Project Agreement, including without limitation, title, survey, soils, environmental and all feasibility studies and tests. This Letter of Intent does not grant Developer access to the Parcels in order to conduct any tests it deems necessary. Prior to conducting any tests or studies, the Developer and the Redevelopment Commission shall execute an access agreement, subject to customary release, indemnification, insurance, notice and repair requirements. Developer shall deliver—within seven (7) days of receipt—to the City copies of all third-party reports, findings, surveys and title reports resulting from its due diligence activities related to the Parcels.

#### **2. SCOPE OF FUTURE PROJECT AGREEMENT**

Developer's obligations under the Project Agreement will include, among other requirements:

- to develop the Parcels as contemplated in Section 3 below;
- to obtain zoning and building approvals as necessary, for the Parcels to permit development of the Parcels;
- to secure the requisite equity investment and financing necessary for development of the Parcels within the parameters set forth in the Project Agreement;
- to work with City and the Redevelopment Commission;

- to adequately address all infrastructure requirements necessary for the timely development of the Parcels;
- with input from City, to develop a plan to adequately address parking requirements during all Phases of the development;
- to construct the improvements in accordance with preliminary plans presented to and approved by City; and
- to operate and maintain the buildings, grounds, and infrastructure in a first class manner throughout the term of the Project Agreement.

The development of the Parcels and related activities shall hereinafter be referred to as the "Project." Notwithstanding the foregoing, Developer shall not be in default under the Project Agreement for failure to achieve any of the foregoing requirements for reasons beyond Developer's reasonable control provided that Developer is using commercially reasonable efforts to satisfy such requirements.

### 3. DESIGN PLANS

Developer shall prepare, and Developer and the City shall work collaboratively to review, finalize and approve, design plans for the development of the Parcels (the "Plans"). The approved Plans shall be attached as an exhibit to the Project Agreement and incorporated therein.

The Project Agreement is expected to include terms regarding: (1) the design, construction, and timing of a park or greenspace; (2) design of the quality and pedestrian-scale of the new construction; (3) energy efficient building and green design standards ; (4) compliance with the Bloomington Historic Preservation Commission's Design Guidelines for historic properties; (5) parking spaces within the new construction to serve the Certified Technology Park beyond the Project; (6) terms addressing the timing of the construction and renovation on the Parcels; (7) assurances of below-market rents for tech office, co-work and entrepreneurial support space in order to foster the startup climate and entrepreneurship ecosystem envisioned for the Certified Tech Park; (8) any right-of-way dedication required to support the City's newly designed infrastructure improvements.

Parcel	Use	Targeted Investment	Notes
#2	Tech office space, retail, parking, and multifamily residential	\$40,000,000	17,000 square feet of office space for technology related office, 4,000 square feet of retail/commercial space, parking sufficient for the Project and the surrounding area, as determined by the City, and 200,000 square feet of non-student multifamily housing.
#3	Redevelopment of Showers Mill and Kiln buildings	\$3,000,000	For use as technology-related office, co-work and other space supporting entrepreneurship, including event space; additional office/retail (Kiln)

#### 4. CONSIDERATION

In consideration of Developer's total investment of approximately \$40,000,000 to \$43,000,000 in Bloomington's Certified Technology Park ("Investment") and to support the economic development thereunder, including the retention, expansion and new headquarters for Envisage Technologies and the renovation of the historic Showers Mill and Kiln buildings for technology office space (including co-work space) that is made available to technology firms, startup companies, entrepreneurs, and entrepreneurial support agencies at below-market rates, event and other entrepreneurship-supporting space and all other obligations hereunder, it is anticipated that the Redevelopment Commission will transfer Parcels #2 and #3 to Developer pursuant to the Project Agreement for one dollar (\$1.00) and the Investment. Developer shall commit to a minimum of \$500,000 in post-completion property taxes for a period of 10 years. During that time period, the Developer shall not appeal the valuation of the property unless: (1) such appeal is filed on a Form 133, or (2) for any year after the first year the improvements are assessed, the assessed value increases by more than 5% from the previous year. With respect to the initial assessment of Developer's Project only, if the improvements associated with that Project are assessed at more than Developer's hard construction costs, Developer may make a one-time appeal of that initial assessment of the property, in accordance with the procedures set forth in State law. In the event that Developer appeals the initial assessment of Developer's Project, Developer shall send written notice to the Redevelopment Commission, with such notice including the amount of hard construction cost incurred on the property.

In consideration of Developer's inclusion of parking spaces to serve the Certified Technology Park beyond the Project, and of Developer's ownership, operation and leasing of said parking, and of the other infrastructure improvements associated with the Project, the City anticipates providing Developer with financial support for these local public improvements.

#### 5. TARGETED DEVELOPMENT USES, INVESTMENTS AND DENSITY

The City and the Developer expect the Project to accomplish the following:

- Retain and Grow a Tech HQ. Developer shall promote and facilitate retaining Envisage Technology's in the Certified Technology Park.
- New and Renovated Tech Office to Market. Developer shall create a significant amount of new office space—both from new construction and from the renovation of historic properties—within the Certified Technology Park, including tech incubator and co-work space that will make the Certified Tech Space a space attractive to both tech companies and their employees.
- Market Rate and Workforce Housing. Developer shall create a high-end market-rate housing development geared to professionals, which will diversify the downtown housing population, that will assist in the attraction of workforce talent to the Certified Technology Park.

- **Parking.** The Project envisions a parking structure that will provide parking for office tenants and residents for the new development, as well as an allotment for use by other Certified Technology Park employers, employees and visitors.

#### **Development on Parcel #2**

- 17,000 sq. ft. of office space for technology companies that is expected to include Envisage Technologies and ConsulTech
- 4,000 sq. ft. of retail space
- Parking structure
- 200,000 sq. ft. of non-student multifamily residential housing with lease terms intended to diversify the downtown housing population.
- Investment of approximately \$40,000,000

#### **Development on Parcel #3**

The Mill (19,068 sq. ft. first floor and 4,197 sq. ft. basement)

It is expected that this space will include co-working and event space for high technology companies and entrepreneurs. This space will include a variety of work spaces, including but not limited to open co-working space, dedicated desks and private offices large enough to accommodate early startup businesses. It is anticipated that Co-Work Btown will manage a large co-working space that will accommodate up to 150 “drop-in” members. Numerous lounge areas, private meeting areas and huddle rooms will provide ample space for open collaboration and private conversations. Five (5) private offices ranging in size from 800 to 2,000 sq. ft. will be headquarters for companies and organizations that are driving job creation in the technology sector. A 1,000 sq. ft. classroom/conference room at the center of the building will be available to all of the building’s tenants, members and event hosts. It is expected that this space will include a welcoming 3,500 sq. ft. event space that will give a permanent home to critical events like Verge, Ignite and The Combine. By day, this space will provide additional open space for co-workers. By night, it could be home to community gatherings and family celebrations. The Developer is exploring co-location of Bloomington economic development and entrepreneurial support agencies within the office space.

The Kiln (5,954 sq. ft.)

The remaining portions of the Kiln will be renovated to create four (4) flexible storefront office/retail units that will be home to supporting services or emerging companies and two residential “crash pads” that will be made available to visiting entrepreneurs, venture capitalists, and event participants.

It is expected that on-site parking will be present for the occupants of the Mill and Kiln properties, subject to all required approvals.

Investment of approximately \$3,000,000 is expected in the renovation of the Mill and Kiln buildings.

#### 6. DEVELOPER EQUITY AND DEBT FINANCE PLAN

In the event that the Parties successfully negotiate a Project Agreement, the City understands that Developer intends to form a new entity to execute the Project Agreement. Prior to the execution of any Project Agreement, Developer will provide any detail reasonably requested of Developer regarding: (1) the Development Entity and (2) the source(s) of debt and equity that will fund the Project.

#### 7. PROJECT TIMELINE

The City and Developer expect that a Project Agreement will be negotiated, approved, and executed between now and mid-December 2015, with closing on the Property by December 31, 2015.

#### 8. ZONING AND BUILDING APPROVALS

Developer shall take the lead, at its expense, in obtaining all approvals for the Parcels to accommodate the approved Plans. Any subsequent changes to the Plans mandated by the approval process shall require the written consent of all Parties which shall not be unreasonably withheld, conditioned or delayed. It is understood that Zoning and Building Approvals may be completed following the Closing on the property.

#### 9. ASSIGNMENT AND DISPOSITION RIGHTS

It is expected that the Project Agreement will require Developer to maintain ownership and control of all components of the Project for a minimum of 20 years following Closing. If the Developer wishes to assign or dispose of any rights in the property within the first 10 years, it is expected that the Developer will be required to obtain the approval—in advance, in writing—of the Redevelopment Commission and the Mayor, which shall be made in the sole discretion of the Redevelopment Commission and the Mayor, respectively. If the Developer wishes to assign or dispose of any rights in the property within the next 10 years, it is expected that the Developer will be required to obtain the approval—in advance, in writing—of the Redevelopment Commission and the Mayor, which shall not be unreasonably withheld.

#### 10. PROJECT MILESTONE SCHEDULE

It is expected that a Project Agreement will include a schedule setting forth deadlines by which certain Project Milestones must occur, including, without limitation: (i) the filing of the application for Zoning and Building Approval; (ii) achievement of Zoning and Building Approval; (iii) the filing of any other documents that are a prerequisite to the construction and renovation process, (iv) commencement of new and renovation construction; and (v) substantial completion of the new construction and renovations; and (vi) inspection and acceptance of the new construction and renovations by the City (the "Project Milestone Schedule"). The Project Agreement shall provide for extensions of milestones due to force majeure events, governmental delays and other events beyond the reasonable control of Developer.

In the event that Developer does not diligently pursue the Project Milestone Schedule, it is expected that the Project Agreement will provide the Redevelopment Commission with the

right to terminate the Project Agreement and retain any earnest money placed in escrow by Developer.

In the event that Developer does not commence construction of the project within six (6) months of Zoning and Building Approval and any other approval of the City that is a prerequisite to construction, it is expected that the Project Agreement will require the Developer to—upon the request of the Redevelopment Commission—to return the Parcels to the Redevelopment Commission.

#### 11. REAL ESTATE BROKERS

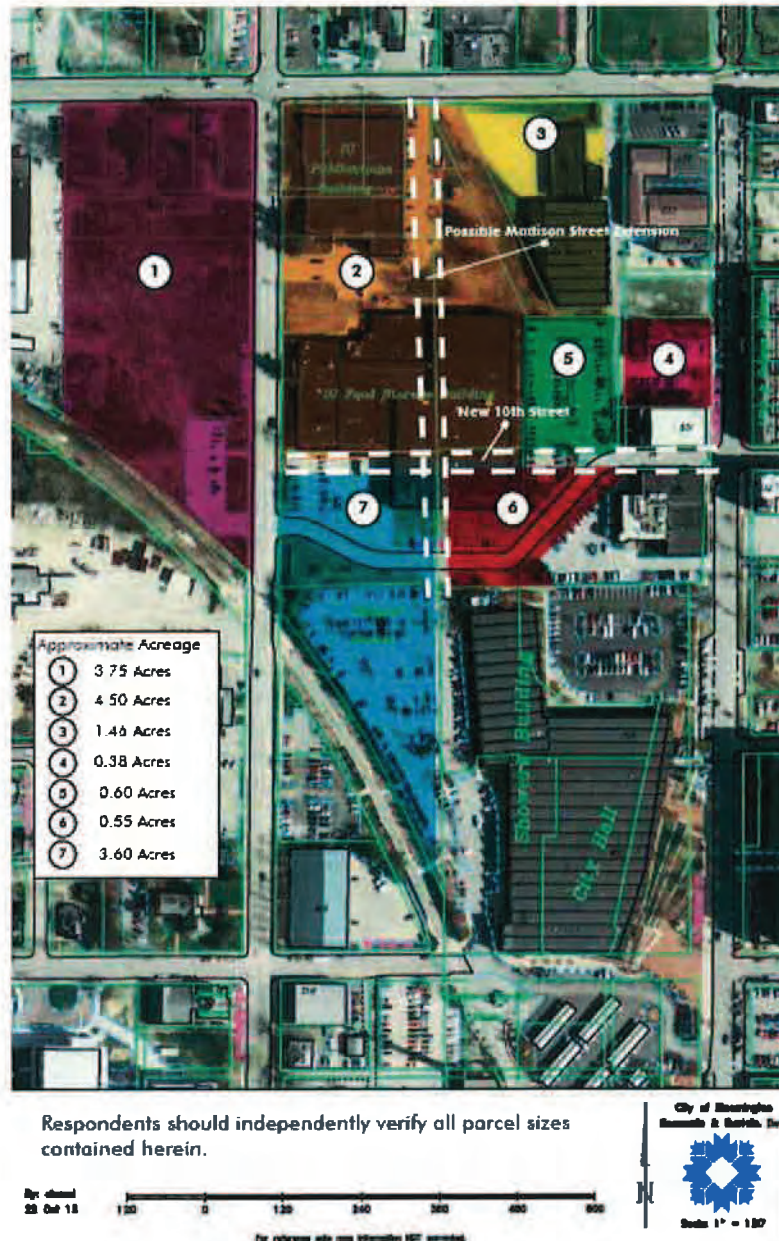
Prior to or at the Closing, Developer shall pay to CBRE, Inc. as part of its development costs and commission agreed to and approved by the City and set forth in a separate agreement between CBRE, Inc. and Developer.

#### 12. MISCELLANEOUS

- 12.1. DEVELOPMENT PRO FORMAS: Developer to provide City with development pro formas for the Project, which the City shall keep confidential to the extent permitted by law.
- 12.2. PROPERTY CONVEYED “AS IS”: All parcels will be conveyed in “as is” condition; the City shall not be liable for any costs associated with Developer’s development activities.

## ATTACHMENT B

### PARCEL MAP



**15-67**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF OFFERING SHEET FOR REDEVELOPMENT COMMISSION**  
**PROPERTIES LOCATED WITHIN THE TRADES DISTRICT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within the Trades District—the name for the City of Bloomington Certified Technology Park—that is west of North Rogers Street, south of West 11<sup>th</sup> Street, east of North Morton Street, and north of the future realigned West 10<sup>th</sup> Street (“the Middle Parcels”); and

WHEREAS, on June 16, 2015, the RDC approved Resolution 15-32, approving a Project Review and Approval Form regarding the statutory requirements and other administrative steps needed in order to transfer RDC-owned properties within the Certified Tech Park—including the Middle Parcels—to new owners; and

WHEREAS, Resolution 15-32 identified “Legal Advertisement” for the transfer of the Middle Parcels as Phase 3, and estimated the cost of the legal advertisement as \$200; and

WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publically offer property, such as the Middle Parcels, for sale; and

WHEREAS, on March 3, 2014, the RDC approved Resolution 14-10, authorizing the City of Bloomington (“City”) to obtain two independent appraisals for the property it owned within the Trades District, which included two appraisals of the Middle Parcels; and

WHEREAS, the realignment of 10<sup>th</sup> Street required the RDC to obtain new appraisals for a portion of the Middle Parcels in order to dispose of the Middle Parcels in a logical and orderly manner; and

WHEREAS, on August 18, 2015, the RDC approved Resolution 15-62, authorizing two independent appraisals for the portion of the Middle Parcels which must be reappraised as a result of the realignment of 10<sup>th</sup> Street; and

WHEREAS, Indiana Code § 36-7-14-22(c) authorizes the RDC to prepare an offering sheet for a parcel to be publically offered for sale; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT  
COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The sale of the Middle Parcels will aid in the development of the Certified Tech Park, which will enhance the development and economic development of the Consolidated TIF.
2. The Notice of Offering for the Middle Parcels, attached to this Resolution as Attachment A, is approved.
3. The RDC authorizes the City of Bloomington to expend an amount not to exceed \$200 from the CTP Bond Fund (Fund 975-15-150000-53990) for the costs of publishing the Notice of Offering.
4. The RDC authorizes the Bloomington City Controller to directly pay for or reimburse the costs of publishing the Notice of Offering. The Bloomington City Controller may not directly pay for or reimburse expenditures of more than \$200 under this Resolution. This expenditure must still comply with the City and the RDC's claims process.
5. The funding authorization approved by this Resolution shall terminate December 31, 2015, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
David Walter, President

ATTEST:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
Date

# OFFERING PACKET

Trades District  
Bloomington, Indiana

City of Bloomington  
September 15, 2015  
Redevelopment Commission

## **NOTICE OF OFFERING: REAL ESTATE FOR SALE**

Notice is hereby given by the Departments of Economic and Sustainable Development (ESD) and Housing and Neighborhood Development (HAND) that on October 5, 2015, at 5:00 p.m. local time (EDT), the Bloomington Redevelopment Commission (RDC) will—in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Bloomington, Indiana—open and consider written offers for the purchase of certain real estate within the Trades District, described in more detail below (the “Property”).

The RDC is willing to entertain proposals for the purchase of the Property for the purposes described in this notice. The offer should meet the conditions set forth below.

### Property Descriptions and Information

- A. The Property generally consists of the parcels owned by the RDC within the Trades District that are west of North Rogers Street, south of West 11<sup>th</sup> Street, east of North Morton Street, and north of the future realigned 10<sup>th</sup> Street.
- B. The Property specifically consists of the following parcels, identified by their State Tax ID Numbers:
  - 53-05-32-112-060.000-005
  - 53-05-32-112-061.000-005
  - 53-05-32-112-039.000-005
  - 53-05-32-100-011.000-005
  - 53-05-33-200-005.000-005
  - 53-05-33-200-009.000-005
  - 53-05-33-200-013.000-005
  - 53-05-32-100-035.000-005
  - 53-05-32-100-021.000-005
- C. The real estate is zoned CD – Commercial Downtown; Showers Technology Park Overlay.
- D. The Property includes two historic buildings which were part of the Showers Brothers Furniture Factory: (1) the Planing and Dimension Mill, and (2) the Dry Kiln.

### Offering Packet and Bid Deadline

The Offering Packet may be picked up in the ESD Department, Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays, or may be sent electronically upon request. It is also available on the City’s website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov).

Items included in the Offering Packet are:

- This Notice of Offering,
- Offering Sheet, and

- Instructions to Bidders.

Items also available for review in Suite 150 in hard copy include the Offering Packet and the Master Plan for Bloomington's Certified Technology Park. The Certified Technology Park Master Plan is also available on the City's website at <http://bloomington.in.gov/ctp>.

All offers must be filed with the ESD Department **no later than 3:00 p.m. EDT on October 5, 2015** and shall be in the form described in the City's Instructions to Bidders. Proposals submitted or received after that date may not be considered. Responses may be emailed before said deadline to both Danise Alano-Martin and Gordon Hendry at the email addresses above.

### Development Standards and Limitations

1. **The RDC is particularly interested in high technology activity or research and development uses, especially as defined by Indiana's "Certified Technology Parks" statute, in Indiana Code § 36-7-32-7.** An easement, restrictive covenant, or other type of use restriction will be imposed upon the Property that requires the successful bidder to redevelop the Property in the future as one of more of the following, and consistent with the Bloomington Unified Development Ordinance:
  - a. Business/professional office, with priority placed upon, high technology activity (especially as defined by Indiana Code on "Certified Technology Parks," specifically Indiana Code § 36-7-32-7), or research and development uses; and/or
  - b. Entrepreneurial support activities and enterprises that support the community's startup ecosystem, and support the creation, attraction, recruitment and retention of employers in the Certified Technology Park and Bloomington.
2. Rehabilitation of the Planning and Dimension Mill and the Dry Kiln for high technology activity. These buildings are listed on the National Register of Historic Places and are locally designated as historic buildings. Rehabilitation must follow the Bloomington Historic Preservation Commission's adopted Design Guidelines.
3. Mixed office/retail/residential space where the residential units meet a professional/workforce housing demand or independent senior housing demand or affordable housing demand.
4. Greenspace and other recreational space to be owned, built, and maintained by Developer to serve the development and the public.
5. Student housing is explicitly not of interest to the RDC for this project.
6. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

### Selection

The RDC reserves the right to reject any or all offers. In determining the best offer, the RDC shall take into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; any existing relationships with parties related to the approval process ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use(s) contribute to the City's plans for the Trades District, including intended use for high technology activity; and any other statutory criteria in Indiana Code § 36-7-14-22.

**Project Agreement.** A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

For a period of thirty (30) days after the opening of the written offers, no sale may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan.

All submissions to this Notice of Offering must be received by **3:00 pm EDT, Monday, October 5, 2015**, in the manner described in the Instructions to Bidders attached to this Notice.

This notice is given pursuant to Indiana Code § 36-7-14-22(d) and Indiana Code § 5-3-1-2(e).

Dated September 20, 2015

BLOOMINGTON REDEVELOPMENT COMMISSION

## OFFERING SHEET

### CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

c/o Economic and Sustainable Development Department

Bloomington City Hall, Suite 150

401 N. Morton St., Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the purchase of certain property it owns within the Trades District west of North Rogers Street, south of West 11<sup>th</sup> Street, east of North Morton Street, and north of the future realigned 10<sup>th</sup> Street, described in more detail below (the “Property”) for the purposes described in this Offering Sheet. The proposal should meet the conditions set forth in this Offering Sheet.

#### Property Descriptions and Information

- A. The Property generally consists of the parcels owned by the RDC within the Trades District that are west of North Rogers Street, south of West 11<sup>th</sup> Street, east of North Morton Street, and north of the future realigned 10<sup>th</sup> Street.
- B. The Property specifically consists of the following parcels, identified by their State Tax ID Numbers:
  - 53-05-32-112-060.000-005
  - 53-05-32-112-061.000-005
  - 53-05-32-112-039.000-005
  - 53-05-32-100-011.000-005
  - 53-05-33-200-005.000-005
  - 53-05-33-200-009.000-005
  - 53-05-33-200-013.000-005
  - 53-05-32-100-035.000-005
  - 53-05-32-100-021.000-005
- C. The real estate is zoned CD – Commercial Downtown; Showers Technology Park Overlay.
- D. The parcels include two historic buildings which were part of the Showers Brother Furniture Factory: (1) the Planing and Dimension Mill, and (2) the Dry Kiln.
- E. A map showing the location of the Property is attached.

#### Minimum Offering Price

The minimum offering price for purchase of the Property is Three Million Five Thousand Dollars (\$3,005,000).

#### Development Standards and Limitations

1. **The RDC is particularly interested in high technology activity or research and development uses, especially as defined by Indiana’s “Certified Technology Parks” statute, in Indiana Code § 36-7-32-7.** An easement, restrictive covenant, or other type of use restriction will be imposed upon the Property that requires the successful bidder to

redevelop the Property in the future as one of more of the following, and consistent with the Bloomington Unified Development Ordinance:

- a. Business/professional office, with priority placed upon, high technology activity (especially as defined by Indiana Code on “Certified Technology Parks,” specifically Indiana Code § 36-7-32-7), or research and development uses; and/or
  - b. Entrepreneurial support activities and enterprises that support the community’s startup ecosystem, and support the creation, attraction, recruitment and retention of employers in the Certified Technology Park and Bloomington.
2. Rehabilitation of the Planning and Dimension Mill and the Dry Kiln for high technology activity. These buildings are listed on the National Register of Historic Places and are locally designated as historic buildings. Rehabilitation must follow the Bloomington Historic Preservation Commission’s adopted Design Guidelines.
3. Mixed office/retail/residential space where the residential units meet a professional/workforce housing demand or independent senior housing demand or affordable housing demand.
4. Greenspace and other recreational space to be owned, built, and maintained by Developer to serve the development and the public.
5. Student housing is explicitly not of interest to the RDC for this project.
6. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

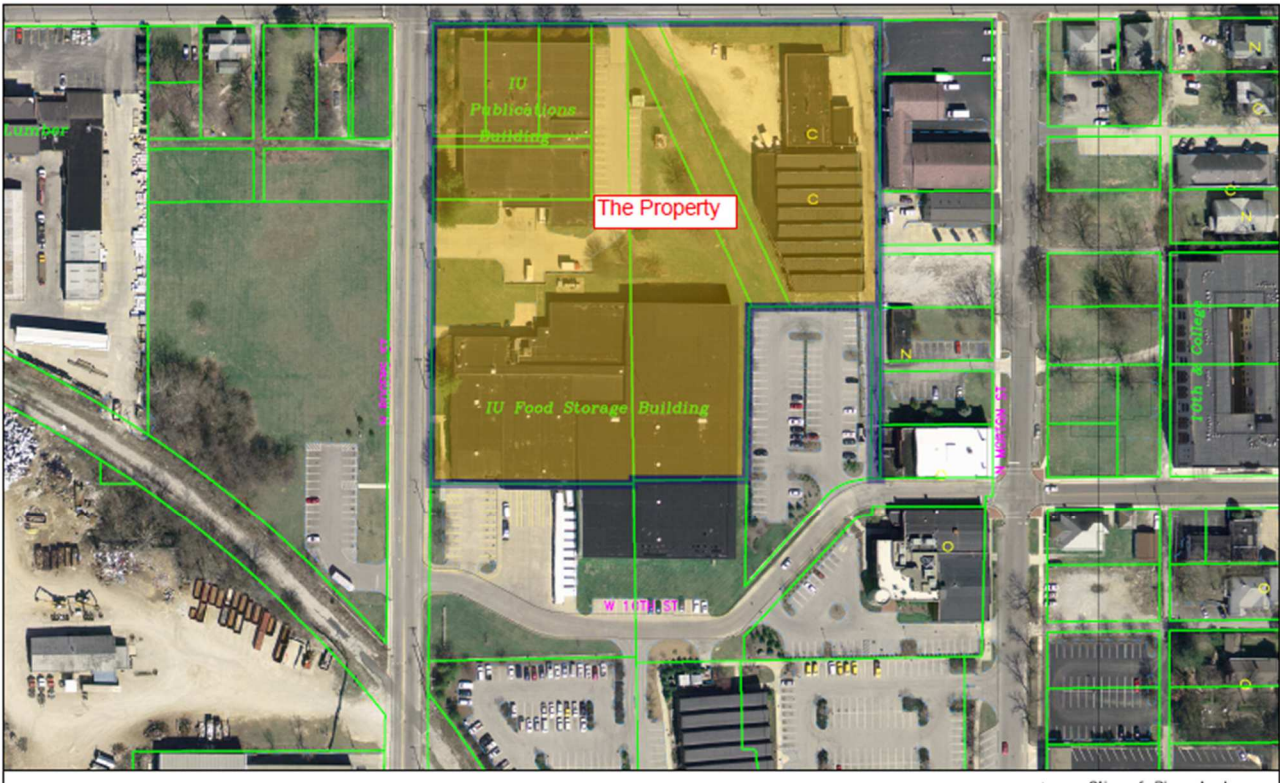
#### Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC, which Project Agreement will address the purchase of the Property; all easements related to the Project; and restrictive covenants on use and development of the Project; and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before sixty (60) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

#### Requirements of Bidders

The successful bidder must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property. Bidders must comply with the Instructions to Bidders included in the Offering Packet.

Attachment #1 – Map Depicting Property



## INSTRUCTIONS TO BIDDERS

1. **General:** In accordance with Indiana Code § 36-7-14-22, the Bloomington Redevelopment Commission (“RDC”) is offering the properties described in Offering Sheet and Request for Proposal (the “Property”) for sale.
  - a. The RDC will ensure that the disposal of the Property is duly advertised in *The Herald-Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
  - b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.
  - c. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.
2. **Offering Packet:** The offering packet contains the RDC’s Notice of Offering Real Estate for Sale, Offering Sheet, and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for the Property for which offers will be considered. Offering packets may be picked up in the Economic and Sustainable Development Dept. (ESD), Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays, or may be sent electronically upon request. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov). Additionally, the Offering Packet is available on the City’s website at <http://bloomington.in.gov/rfp>.
3. **Electronic Submittal:** Bids must be submitted electronically via email as provided herein and received by **3:00 p.m. EDT on Monday, October 5, 2015.**

Bids shall be emailed to both Danise Alano-Martin at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) and to Gordon Hendry at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) and must be received before **3:00 p.m. EDT on Monday, October 5, 2015.** The Subject Line of the email transmittal should be the “Trades District Middle Parcels Bid Proposal.” The message body shall contain the company or individual’s name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for the same bid shall be submitted in one single message and total message size should not exceed 10 MB. Submissions received in any other format not listed above may be rejected. The City of Bloomington is not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The City of Bloomington is not responsible for

equipment or software failure that may cause delay or non-delivery.

At 5:00 p.m. EDT on October 5, 2015, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. **Form of Offer:** Every offer must be made in the form of a letter of intent which must include: purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for the Certified Technology Park.
5. **Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Gordon Hendry, CBRE, at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) or to Danise Alano-Martin, Director, ESD, at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) by 5:00 p.m. EDT on Thursday, September 24, 2015.
6. **Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.
7. **Rejection or Acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.
8. **Purchase Price, Agency and Project Fee, and Other Terms:** Within a period of thirty (30) days after the opening of the written offers, the purchase price of the Property to be sold shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana redevelopment law (Indiana Code § 36-7-14-22). After that thirty (30) day period, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan. In making an offer, please note that CBRE is due an Agency and Project Fee ("Project Fee"). CBRE is providing advisory services to the City of Bloomington and owes its duties solely to the City of Bloomington. The contract between the City of Bloomington and CBRE requires that the selected Developer compensate CBRE a project fee equal to three and a half percent (3.5%) of the Total Project Cost. Total Project Cost is defined as the total sum of the project including land, construction, architectural, and design fees of all elements of the project. Terms and conditions of the fee will be outlined in a separate agreement between CBRE and the selected Developer to be executed prior or simultaneously with the Project Agreement. Such fee should be included in developer pro-formas. In determining the best offer, the RDC shall take into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; any existing relationships with parties related to the approval process ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how

the offer and intended use contributes to the City's plans for the Certified Technology Park, including intended use for high technology activity; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in Indiana Code § 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

9. **Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can insure compliance with the Development Standards and Limitations. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.
10. **Development Plan:** Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings and other material that indicate how the proposed redevelopment will serve the interests of the community and the Bloomington Certified Technology Park goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Section 3 above.
11. **Transfer of Title and Possession:** Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Project Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner's title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty deed.
12. **Site Visit.** Potential bidders interested in touring the Property should email Danise Alano-Martin at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) to schedule a time. Site visit requests shall be submitted by 5:00 pm EDT on Thursday, September 24, 2015. Requests received after this deadline may not be accommodated.

**15-69**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**TO AMEND REDEVELOPMENT COMMISSION RESOLUTION 15-45**

WHEREAS, the City of Bloomington established the Redevelopment Commission of the City of Bloomington (“RDC”), with the powers and authorities set forth in Indiana Code 36-7-14; and,

WHEREAS, pursuant to those powers and authorities, on July 21, 2015, the Redevelopment Commission approved Resolution 15-45, which authorized the City Controller to use funds—not to exceed \$12,395—from the Consolidated TIF Fund (Fund 439), to purchase new heating, ventilation, and air conditioning controls at the Buskirk Chumley Theater from Harrel Fish, Inc.; and,

WHEREAS, Resolution 15-45 inadvertently omitted a set termination date for the funding it approved, in accordance with the RDC’s current practice;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. Unless extended by the RDC via an amended resolution, the authorizations provided under Resolution 15-45 shall expire on **December 31, 2015**.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**15-70  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**TO CLOSE REDEVELOPMENT COMMISSION RESOLUTION 15-47**

WHEREAS, the City of Bloomington established the Redevelopment Commission of the City of Bloomington ("RDC"), with the powers and authorities set forth in Indiana Code 36-7-14; and,

WHEREAS, pursuant to those powers and authorities, on July 21, 2015, the Redevelopment Commission approved Resolution 15-47, which authorized City Staff to make an offer to purchase 1724 South Walnut Street for \$427,500, and which stated that if the offer to purchase was accepted, that the \$427,500 shall be paid according to the terms set forth in the accepted offer from the Redevelopment District Tax Increment Revenue Bonds of 2015; and,

WHEREAS, the RDC's offer to purchase 1724 South Walnut Street for \$427,500 was rejected by the purchaser; and,

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. Resolution 15-47, and its funding authorization, are closed.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date